

GREGORY ANTOLLINO  
ATTORNEY AT LAW  
588 BROADWAY, SUITE 904  
NEW YORK, NEW YORK 10012  
TEL (212) 334-7397 FAX (212) 334-7399

RECEIVED  
IN CHAMBERS OF  
U.S.D.J. DEARIE

10/12/04

10/13/04

*Referred to MJG Go  
for appropriate resolution  
or recommendation.*

*So referred*

October 8, 2004

Judge Raymond F. Dearie  
United States District Court  
Eastern District of New York  
225 Cadman Plaza East  
Brooklyn, NY 11201

RE: Norville v. Staten Island University Hospital CV 96 5222 (RFD)

Dear Judge Dearie:

As you may know, the Court of Appeals affirmed the judgment in its entirety in this case. The brief decision is attached as "Exhibit A" to the accompanying declaration. As you definitely know, my client is eager to get her money (as am I). Therefore, I have wasted no time in asking for you to vacate the stay of judgment pending appeal, award me attorneys fees for the appeal, awarding expense reimbursements for the appeal, and amending the judgment to reflect those amounts plus post-judgment interest.

Vacating the stay

There is no equitable reason for continuing the stay at this point, which Your Honor imposed over plaintiff's objection in December 2003. Defendant has had now many, many hearings on its argument that it should not be liable for plaintiff's termination, and it has lost at every juncture. Defendant may ask that you continue the stay pending in banc review and then a petition to the U.S. Supreme Court. If it does, I ask that you vacate the stay and allow it to request of those courts a stay. Now that the Second Circuit has heard and summarily disposed of the appeal in this case – in record time, in my experience – it is highly unlikely that any court will reconsider defendants' arguments. In the remote contingency that they do, they will impose such stay as they may deem necessary.

Attorneys Fees on Appeal

It is well established that a prevailing plaintiff in a discrimination action is entitled to attorney's fees on appeal. Gierlinger v. Gleason, 160 F.3d 858, 883 n.115 (2d Cir. 1998), Orchano v. Advanced Recovery, Inc., 107 F.3d 94, 101 n.23 (2nd Cir. 1997); Cohen v. West Haven Board of Police Commissioners, 638 F.2d 496, 506 (2d Cir. 1980). This is true irrespective as to whether plaintiff lost certain claims on appeal. As the Second Circuit held in Gierlinger v. Gleason, 160 F.3d 858 (2d Cir. 1998), if the plaintiff ultimately prevails on the merits in the litigation, he is considered the prevailing party for purposes of the litigation as a whole and thereby entitled to compensation for all work performed by his attorneys at all stages of the litigation reasonably undertaken in enforcing or defending the favorable merits judgment,

whether or not such efforts are entirely successful. In Gierlinger, the Court considered the compensability of services rendered by plaintiff's attorneys on an appeal following the first of three trials in the case, an appeal that produced only partial success because it resulted in reversal of a verdict against him but did not succeed in urging the court of appeals to grant him judgment as a matter of law. The Second Circuit took the broad view of the plaintiff's prevailing party status and awarded him full statutory fee compensation for all work done on the appeal because he ultimately obtained a favorable judgment on the merits of his claims:

More importantly, a § 1983 plaintiff's eligibility for an award of fees under § 1988 does not depend on her success at interim stages of the litigation, but rather depends on the ultimate outcome of the litigation.... Plaintiff is a prevailing party in the litigation within the meaning of § 1988 if she has 'received actual relief on the merits of h[er] claim,' ... and she should not necessarily be denied fees for hours expended on interim stages of the case in which a ruling was made in favor of the party against whom she ultimately prevailed.... Since Gierlinger is the prevailing party in the litigation and the Gierlinger I appeal turned out to be only an intermediate stage, the proper inquiry is not whether Gierlinger's efforts on the appeal itself were successful, but rather whether, in light of the circumstances of the litigation as a whole, those efforts were reasonable.

Id. at 880 (citing Farrar v. Hobby, 113 S. Ct. 566 (1992)). The Ninth Circuit anticipated this holding in when it held that

Rare, indeed, is the litigant who doesn't lose some skirmishes on the way to winning the war. Lawsuits usually involve many reasonably disputed issues and a lawyer who takes on only those battles he is certain of winning is probably not serving his client vigorously enough; losing is part of winning. The County would have us scalpel out attorney's fees for every setback, no matter how temporary, regardless of its relationship to the ultimate disposition of the case. This makes little sense.

Cabrales v. County of Los Angeles, 935 F.2d 1050, 1053 (9th Cir.1991). In this case, there were numerous procedural hurdles to jump over before reaching a final victory, and though plaintiff would have liked to have the entire six million dollar jury award, my strategy was to defend the case on the offense., By being the first to file an appeal on the court's reduction of damages, I was in the position (1) to control the timing in which the briefs would be filed, since I would file first; (2) to be the first to present plaintiff's evidence at both trials; and (3) to allow a court to "split the baby" so to speak, in order to preserve the judgment on appeal. In the end, plaintiff won a tremendous amount of money, notwithstanding her loss of the punitive damages, remittitur and interest claims. Her appeal was part and parcel of her strategy to defend the substantial judgment she won after six years of litigation.

The amount requested is over \$31,927.50, which would be a quite reasonable amount even for an attorney simply defending an appeal. The defendants raised a total of eleven questions in their 83 brief, which required substantial preparation on my part.

I ask that the Court award me \$275, the amount that I currently command on the open market for hourly paying clients. For work performed in 2000 and 2001 the Court awarded me only \$225 per hour, but I respectfully request a raise. First, I could not understand why the Court

awarded me \$25 an hour less than Glenn Greenwald, plaintiff's prior attorney. Glenn is an outstanding lawyer, but his qualifications are equal to mine in every respect except that I graduated law school one year earlier than him. We both were on Law Review at NYU, and we both worked at top firms for a year after our graduation there: Him at Wachtell, Lipton, and me at Weil, Gotshal. After that, we both went into private practice. Considering that the court awarded Glenn Greenwald \$250 for work performed from the period 1996 through 2000, when he withdrew from the case, the court should award me \$275 per hour for work performed from the period 2003 through 2004. Again, I have every bit as much experience as Glenn does, plus one year. Plus, I stuck with the case to its end, tried it three times and won. My requested rate is reasonable rate and I ask that the Court grant it. My breakdown of attorney's fees is attached as "Exhibit B" to the accompanying declaration.

Expenses on Appeal

Plaintiff also asks that the reasonable expenses she expended on appeal in the amount of \$780.25 be reimbursed. This amount is prima facie reasonable, however receipts are attached to Exhibit C of the enclosed declaration.

Post Judgment Interest and Final Entry of Amended Judgment

The federal post judgment rate for this judgment is 1.39%. See Exhibit D to Antollino Dec. My calculation of the amount owed to plaintiff for roughly eleven months is \$18,717.40. I ask that it be added to the judgment and a final judgment enter forthwith in the total amount of \$1,520,417.59.

Sincerely,



Gregory Antollino

Cc: Michael Volpe

RECEIVED  
IN CHAMBERS OF  
U.S.D.J. DEARIE

10/12/04

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
WENDY NORVILLE,

Plaintiff,

-against-

STATEN ISLAND UNIVERSITY  
HOSPITAL, INC.

Defendant.  
-----X

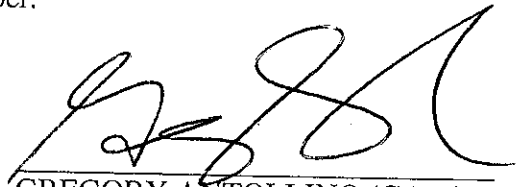
NOTICE OF  
MOTION

Cv 99 5222 (RJD)

PLEASE TAKE NOTICE that pursuant to the applicable rules of civil procedure and of the Eastern District of New York, plaintiff will move before the Honorable Raymond J. Dearie, United States District Judge, as soon as counsel may be heard, for the following orders:

1. Vacating the stay of judgment pending appeal;
2. Awarding plaintiff an additional \$31,927.50 for work performed in obtaining entry of judgment and on appeal; or
3. Reimbursing plaintiff in the amount of 780.25 for expenses incurred in prosecuting the appeal;
4. Amending the judgment to reflect said amount plus post-judgment interest at the rate of 1.39% annually in the total anticipated amount of \$18,717.40; and
5. Entering final judgment for plaintiff in the amount of \$1,520,417.59;
6. Directing defendant and or its insurance carrier to pay said amount to plaintiff's counsel forthwith for distribution to interested parties;
7. Such other relief as may be just and proper.

Dated: New York, New York  
October 8, 2004



GREGORY ANTOLLINO (GA 5950)  
Attorney for Plaintiff  
588 Broadway, Suite 904  
New York, NY 10012  
(212) 334-7397

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
**WENDY J. NORVILLE,**

Plaintiff,

-against-

**STATEN ISLAND UNIVERSITY HOSPITAL,**

Defendant.  
-----X

**DECLARATION**

CV 96 5222 (RJD)

GREGORY ANTOLLINO, an attorney admitted to practice in this district and state, does hereby declare under penalties of perjury as follows:

1. I represent plaintiff herein and make this declaration in furtherance to plaintiff's motion to vacate the stay of judgment, for additional attorney's fees and expense reimbursements, post-judgment interest, and for other relief. In the interest of expedience, I ask that the Court consider the arguments made in the attached letter for the relief requested.
2. Attached hereto as Exhibit A is the Court of Appeals' summary order affirming the judgment in this case.
3. Attached as Exhibit B is a detail of work performed on the appeal in this matter, which included writing two briefs in the amount of 50 and 75 pages, attending a conference, responding to a motion and making a motion concerning the parties' oversized briefs. A small portion of said work, approximately ten hours, was spent working on this motion, calculating interest on the judgment entered in November 2003 and opposing a defense motion to stay the judgment pending appeal without the necessity of filing a bond. All told, I ask for reimbursement in the amount of 116.1 hours, at a total of \$31,927.50. This is a reasonable amount considering the issues at stake and considering the 84 page brief written by the defense, which raised a grand total of 11 issues on appeal.

4. Attached as Exhibit C is a series of receipts that plaintiff incurred in the prosecution and defense of the appeal, which total the receipts are for copies, bidding of brief and appendices, delivery charges of briefs and documents to this Court and the Court of Appeals.
5. Finally, attached as Exhibit D is a print out of the t-bill rate for the week preceding the entry of judgment in this case. According to the records at [federalreserve.gov](http://federalreserve.gov), the rate on November 17 was 1.39%.
6. For the reasons set forth in the attached letter, I ask that this motion be granted.

Dated: New York, New York  
October 8, 2004

A handwritten signature in black ink, appearing to read 'Gregory Antollino', written over a horizontal line.

GREGORY ANTOLLINO (GA 5950)  
588 Broadway, Suite 904  
New York, NY 10012  
(212) 334-7397



UNITED STATES COURT OF APPEALS  
FOR THE SECOND CIRCUIT

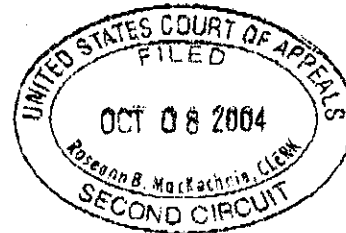
SUMMARY ORDER

THIS SUMMARY ORDER WILL NOT BE PUBLISHED IN THE FEDERAL REPORTER AND MAY NOT BE CITED AS PRECEDENTIAL AUTHORITY TO THIS OR ANY OTHER COURT, BUT MAY BE CALLED TO THE ATTENTION OF THIS OR ANY OTHER COURT IN A SUBSEQUENT STAGE OF THIS CASE, IN A RELATED CASE, OR IN ANY CASE FOR PURPOSES OF COLLATERAL ESTOPPEL OR RES JUDICATA.

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, at Foley Square, in the City of New York, on the        day of        two thousand and four.

PRESENT:

ROGER J. MINER  
JOSÉ A. CABRANES  
CHESTER J. STRAUB  
*Circuit Judges.*



-----X  
WENDY J. NORVILLE

*Plaintiff-Appellant-Cross-Appellee,*

-v.-

Nos. 03-9293,  
04-0161

STATEN ISLAND UNIVERSITY HOSPITAL,

*Defendant-Appellee-Cross-Appellant.*  
-----X

APPEARING FOR APPELLANT:

GREGORY ANTOLLINO, New York, NY

APPEARING FOR APPELLEE:

MICHAEL J. VOLPE (Kevin J. McGill and  
Jennifer M. Marrinan, *of counsel*), Clifton,  
Budd & DeMaria, LLP, New York, NY



1  
2 Appeal from a judgment of the United States District Court for the Eastern District of  
3 New York (Raymond J. Dearie, *judge*).

4  
5 **UPON DUE CONSIDERATION, IT IS HEREBY ORDERED, ADJUDGED,**  
6 **AND DECREED** that the judgment of the District Court is **AFFIRMED**.  
7

8 Plaintiff Wendy J. Norville appeals the judgment entered by the Court following a  
9 jury verdict finding defendant Staten Island University Hospital ("SIUH") liable for its  
10 termination of plaintiff's employment in violation of the Americans with Disabilities Act, 42  
11 U.S.C. 12101, *et seq.* ("ADA"). This is not the first time these parties have appeared before  
12 this Court regarding this dispute, and this order assumes familiarity with our earlier opinion  
13 and the facts presented therein. *Norville v. Staten Island Univ. Hosp.*, 196 F.3d 89 (2d Cir.  
14 1999).

15 When first before this Court, plaintiff appealed an order of the District Court that  
16 entered a jury verdict in defendant's favor. *Id.* This Court vacated that verdict because the  
17 District Court had failed adequately to instruct the jury on what would constitute a  
18 "reasonable accommodation" under the ADA. *Id.* at 98-101.

19 Now having successfully argued her case to a jury with the appropriate jury  
20 instruction, plaintiff challenges (1) the District Court's order vacating the jury's \$5 million  
21 punitive damages award; (2) the District Court's remittitur order reducing the jury's  
22 compensatory damages award from \$575,000 to \$30,000; and (3) the District Court's  
23 calculation of the prejudgment interest rate. Defendant cross-appeals and asks that we revisit  
24 (1) the District Court's denial of defendant's Federal Rule of Civil Procedure Rule 50(b)

1 motion for judgment as a matter of law on the issue of defendant's liability; (2) the District  
2 Court's entry of the jury's back-pay award; (3) the District Court's order awarding  
3 plaintiff benefits time pay, front pay, and prejudgment interest; (4) the District Court's  
4 seating of a juror over defendant's objection; and (5) certain evidentiary rulings of the  
5 District Court.

6 We affirm the District Court's judgment in all respects.

7 As to defendant's Rule 50(b) motion for judgment as a matter of law on the issue of  
8 defendant's liability, defendant argues that the District Court erred in upholding the jury's  
9 verdict. Principally, defendant contends that plaintiff was judicially estopped from claiming  
10 that she would have been able to perform her job with reasonable accommodation because  
11 plaintiff applied for, and received, benefits from a private disability insurance company,  
12 receipt of which required plaintiff to check a box indicating that she was totally disabled. The  
13 Supreme Court rejected this line of argument in *Cleveland v. Policy Mgmt. Sys., Corp.*, 526 U.S.  
14 795 (1999), and held that a plaintiff who receives disability benefits need only "explain why [a  
15 statement of total disability made for the purpose of receiving disability benefits] is consistent  
16 with her ADA claim that she could perform the essential functions of her previous job, at  
17 least with reasonable accommodation." *Id.* at 798 (internal quotation marks omitted). Here,  
18 as the District Court found, plaintiff put forth a sufficient explanation by testifying at trial  
19 that she could, with a reasonable accommodation, have performed the essential functions of a  
20 radiology nurse, and "the juries were able to reconcile [the disability insurance records] with  
21 plaintiff's position."

1 With respect to defendant's further contention that judgment as a matter of law in  
2 SIUH's favor is still appropriate because plaintiff did not demonstrate that she was a  
3 "qualified individual with a disability," the District Court has three times considered and  
4 three times rejected this argument. Since we likewise hold that the evidence plaintiff  
5 presented at trial was legally sufficient to sustain the jury's conclusion that plaintiff was a  
6 "qualified individual with a disability," see *Lyons v. Legal Aid Soc'y*, 68 F.3d 1512, 1515 (2d  
7 Cir. 1995), we uphold the jury's finding and decline to overturn its verdict on appeal.

8 We also concur in the District Court's judgment that plaintiff did not present  
9 sufficient evidence to support her contention that SIUH discriminated against her "with  
10 malice or with reckless indifference" as required to sustain an award of punitive damages.  
11 *Farris v. Instructional Sys., Inc.*, 259 F.3d 91, 101 (2d Cir. 2001) (quoting *Kolstad v. Am. Dental*  
12 *Ass'n*, 527 U.S. 526, 529-30 (1999)). And we further affirm the District Court's order  
13 remitting the jury's compensatory damages award to \$30,000. We have reviewed the cases  
14 plaintiff cites in support of her contention that she presented sufficient evidence of pain and  
15 suffering at trial to warrant the jury's larger compensatory damages award, but do not find  
16 that the facts and circumstances of this case similarly warrant such substantial damages.

17 We do, however, hold that plaintiff was entitled to, and appropriately awarded, back  
18 pay, front pay, benefits pay, and prejudgment interest. Because we hold that the District  
19 Court did not abuse its discretion in applying the prejudgment interest rate provided by 28  
20 U.S.C. 1961(a), we affirm that aspect of the judgment as well.

1 Finally, we hold that defendant's evidentiary and jury selection complaints are  
2 without merit.

3 \* \* \*

4 We have considered the parties' claims and find each of them to be without merit.  
5 The judgment of the District Court is therefore **AFFIRMED**.

6 FOR THE COURT,

7 Roseann B. MacKechnie, Clerk of Court  
8  
9  
10  
11

By Shirley Carr



Invoice submitted to:

Wendy Norville  
20 Walloon Street  
Staten Island, New York

October 8, 2004

#10001

	<u>Hours</u>	<u>Amount</u>
11/11/03 Organzing documents for appendix in anticipated appeal	0.50	137.50
11/13/03 starting appellate brief	0.50	137.50
11/17/03 calls to court and m volpe	0.10	27.50
11/25/03 notice of appeal and reseearch on state versus federal interest	0.50	137.50
12/9/03 filingh forms C&D for court of appeals, research bond issue and writing letter opposing defendants application to stay the judgment pending appeal, etc.	2.30	632.50
12/18/03 creating and filing index tor record on appeal for court of appeals	2.20	605.00
2/11/04 assembling plaintifff's appendix	4.00	1,100.00
2/12/04 plaintifff's brief on appeal, including researching cases and issues, drafting separate portions of brief, statement of facts, argument, etc.	2.00	550.00

Wendy Norville

October 8, 2004

Page 2

	<u>Hours</u>	<u>Amount</u>
2/13/04 assembling appendix (1) plus preparing plaintiff's brief on appeal, including researching cases and issues, drafting separate portions of brief, statement of facts, argument, etc. (1.2)	2.20	605.00
2/18/04 conference with staff counsel, (1), appendix (2) and plaintiff's brief (1)	4.00	1,100.00
2/20/04 plaintiff's brief on appeal, including researching cases and issues, drafting separate portions of brief, statement of facts, argument, etc.	1.00	275.00
2/24/04 appx (.5) plaintiff's brief on appeal, including researching cases and issues, drafting separate portions of brief, statement of facts, argument, etc. (1)	1.50	412.50
3/1/04 plaintiff's brief on appeal, including researching cases and issues, drafting separate portions of brief, statement of facts, argument, etc.	17.30	4,757.50
3/7/04 plaintiff's brief on appeal, including researching cases and issues, drafting separate portions of brief, statement of facts, argument, etc.	3.00	825.00
3/6/04 plaintiff's brief on appeal, including researching cases and issues, drafting separate portions of brief, statement of facts, argument, etc.	8.00	2,200.00
3/9/04 finalizing plaintiff's brief on appeal, including researching cases and issues, drafting separate portions of brief, statement of facts, argument, etc. (4) and arranging for service on Staten Island UH counsel (.5)	4.50	1,237.50
4/19/04 call client	0.30	82.50
4/20/04 reading defendant's brief and research of cases	1.50	412.50

Wendy Norville  
October 8, 2004

Page 3

	<u>Hours</u>	<u>Amount</u>
4/21/04 readings defendant's proposed supp appendix, calls to counsel and lettters and call to staff counsel	1.50	412.50
4/22/04 writing and researching plaintinff's brief in opp to defendant's appeal to dismiss case, reduce damages	3.10	852.50
4/23/04 plaintiff's brief in opp		
4/25/04 plaintinff's opp brief	2.50	687.50
4/26/04 brief in opp	4.50	1,237.50
4/27/04 brief in opp	2.00	550.00
4/28/04 brief in opp and call to opp. counsel	6.10	1,677.50
4/29/04 brief in opp	6.00	1,650.00
5/2/04 brief in opp	2.00	550.00
9/20/04 beginning preparations for oral argument, including rereading transcripts, breif on both sides, reviewing materials in five volume appendix, and rereading cases	15.30	4,207.50
10/4/04 final days of preparation for oral argument, including prpreparing a statement, research as to new developments in the law since the filing of brief, research on judges appointed to the panel and decisions they ahve rendered in similar cases, pracitcing delivery, rereading brief and portions of transcript and key cases	13.20	3,630.00
10/6/04 appearing at oral argument and letter to client describing same	2.00	550.00
10/8/04 writing this motion, letter to client after receipt of court of appeals decision	2.50	687.50
For professional services rendered	116.10	\$31,927.50





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Authorized Signature

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8 1/2 X 14	Book	12	\$ 3.00	\$ 36.00
COLOR PAPER	376	376	5d.	\$ 10.80
SPECIAL PAPER	376	3760	3d	\$ 112.80
BOOKS	NOVILL			
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FAX # OF PGS.	1 ST	2ND	SUBTOTAL	\$ 182.98
TAX EXEMPT #/ RESALE			TAX	\$ 15.80
			TOTAL	\$ 198.60

NAME: Antolino

NUMBER:

DATE: 2/25/4

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**Authorized Signature**

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for the  
EASTERN DISTRICT OF NEW YORK  
at BROOKLYN

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6855XX Deposit Funds  
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General and Special Funds  
508800 Immigration Fees  
085000 Attorney Admission Fees  
086900 Filing Fees  
322340 Sale of Publications  
322350 Copy Fees  
322360 Miscellaneous Fees  
143500 Interest  
322380 Recoveries of Court Costs  
322386 Restitution to U.S. Government  
121000 Conscience Fund  
129900 Gifts  
504100 Crime Victims Fund  
613300 Unclaimed Monies  
510000 Civil Filing Fee (1/2)  
510100 Registry Fee

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EXP  
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DOCKET ON APPEAL  
086900

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\$250.00

CASE REFERENCE:

96CV5222

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RECEIVED FROM

Gregory Antollino

RE: Notice of Appeal

Wendy J. Norville v. St Univ. Hosp.

DEPUTY CLERK

Checks and drafts are accepted subject to collection and full credit will only be given when the check or draft has been accepted by the financial institution on which it was drawn.



Invoice Number: 4-503-10434  
Invoice Date: Oct 20, 2003  
Account Number: 1941-5171-3  
Page: 5 of 6

## FedEx Express Shipment Detail By Payor Type (Original)

**Dropped off: Sep 29, 2003****Payor: Shipper****Reference: NROVILLE**

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- FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.

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Tracking ID 791015267815  
Service Type FedEx Standard Overnight  
Package Type FedEx Pak  
Zone 2  
Packages 1  
Weight 2.0 lbs, 0.9 kgs  
Delivered Sep 30, 2003 09:26  
Svc Area A1  
Signed by J. LOPEZ  
FedEx Use 052078773/01283/\_

**Sender**

GREGORY ANTOLLINO  
ANTOLLINO, GREGORY, ESQ  
584 BROADWAY RM 904  
NEW YORK NY 10012-3229 US

**Recipient**

CLERK'S OFFICE  
SECOND CIRCUIT COURT OF APPEAL  
40 CENTRE STREET  
NEW YORK NY 10007 US

Transportation Charge  
Fuel Surcharge

14.50

0.51

**Total Charge****USD \$****15.01****Picked up: Oct 08, 2003****Payor: Shipper****Reference: BROWN**

- Fuel Surcharge - FedEx has applied a fuel surcharge of 4.50% to this shipment.
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**InternetShip**

Tracking ID 791689146878  
Service Type FedEx Standard Overnight  
Package Type FedEx Envelope  
Zone 2  
Packages 1  
Weight 1.0 lbs, 0.5 kgs  
Delivered Oct 09, 2003 10:02  
Svc Area A2  
Signed by R. VITUCCI  
FedEx Use 052115991/00200/\_

**Sender**

GREGORY ANTOLLINO  
ANTOLLINO, GREGORY, ESQ  
584 BROADWAY RM 904  
NEW YORK NY 10012-3229 US

**Recipient**

CAMILLE COPPOLA  
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120 SCHEMERHORN STREET  
BROOKLYN NY 11201 US

Transportation Charge  
Fuel Surcharge

11.25

0.51

**Total Charge****USD \$****11.76**



Invoice Number: 4-903-75492

Invoice Date: Oct 20, 2003

Account Number: 1941-5171-3

Page: 4 of 5

# FedEx Express Shipment Detail By Payor Type (Original)

Dropped off: Sep 22, 2003

Payor: Shipper

Reference: NO REFERENCE INFORMATION

- Fuel Surcharge - FedEx has applied a fuel surcharge of 3.50% to this shipment.
- Distance Based Pricing, Zone 2

## InternetShip

Tracking ID 791008074290  
 Service Type FedEx Standard Overnight  
 Package Type FedEx Envelope  
 Zone 2  
 Packages 1  
 Weight 1.0 lbs, 0.5 kgs  
 Delivered Sep 23, 2003 09:40  
 Svc Area A1  
 Signed by D.CALANDRA  
 FedEx Use 520817460/00200/

## Sender

GREGORY ANTOLLINO  
 ANTOLLINO, GREGORY, ESQ  
 584 BROADWAY RM 904  
 NEW YORK NY 10012-3229 US

## Recipient

SERVICO, INC.  
 283 WASHINGTON AVE  
 ALBANY NY 12206 US

Transportation Charge  
 Fuel Surcharge

11.25

0.39

Total Charge

USD \$

11.64

Picked up: Sep 23, 2003

Payor: Shipper

Reference: NO REFERENCE INFORMATION

- Fuel Surcharge - FedEx has applied a fuel surcharge of 3.50% to this shipment.
- Distance Based Pricing, Zone 2
- FedEx has audited this shipment and corrected the ship date to reflect the actual date as scanned by our COSMOS electronic tracking system at the time we received your package for shipment.

## InternetShip

Tracking ID 791008050536  
 Service Type FedEx Standard Overnight  
 Package Type FedEx Envelope  
 Zone 2  
 Packages 1  
 Weight 1.0 lbs, 0.5 kgs  
 Delivered Sep 24, 2003 13:06  
 Svc Area AA  
 Signed by Y.CIPOLLA  
 FedEx Use 520817020/00200/

## Sender

GREGORY ANTOLLINO  
 ANTOLLINO, GREGORY, ESQ  
 584 BROADWAY RM 904  
 NEW YORK NY 10012-3229 US

## Recipient

HOWARD KREBS  
 425 NORTHERN BOULEVARD, SUITE  
 GREAT NECK NY 11021 US

Transportation Charge  
 Fuel Surcharge  
 Courier Pickup Charge

11.25

0.39

4.00

Total Charge

USD \$

15.64

Dropped off: Sep 29, 2003

Payor: Shipper

Reference: NROVILLE

- Fuel Surcharge - FedEx has applied a fuel surcharge of 3.50% to this shipment.
- Distance Based Pricing, Zone 2
- FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.

## InternetShip

Tracking ID 791015267815  
 Service Type FedEx Standard Overnight  
 Package Type FedEx Pak  
 Zone 2  
 Packages 1  
 Weight 2.0 lbs, 0.9 kgs  
 Delivered Sep 30, 2003 09:26  
 Svc Area A1  
 Signed by J.LOPEZ  
 FedEx Use 520787731/01283/

## Sender

GREGORY ANTOLLINO  
 ANTOLLINO, GREGORY, ESQ  
 584 BROADWAY RM 904  
 NEW YORK NY 10012-3229 US

## Recipient

CLERK'S OFFICE  
 SECOND CIRCUIT COURT OF APPEAL  
 40 CENTRE STREET  
 NEW YORK NY 10007 US

Transportation Charge  
 Fuel Surcharge

14.50

0.51

Total Charge

USD \$

15.01



116 EAST 16TH STREET, NEW YORK, NEW YORK 10003 TELEPHONE: 212. 529. 6000 FACSIMILE: 212. 529. 5080

## BILL TO:

THE UNITED STATES OF AMERICA  
 FEDERAL BUREAU OF INVESTIGATION  
 100 WILLIAM STREET  
 NEW YORK, NY 10038

## INVOICE PERIOD

FROM

TO

6/03/04

6/15/04

INV. NO.

ACCT.

175402

4819

## \*\*\* CURRENT DELIVERIES \*\*\*

DATE	TIME	FROM	TO	DELIVER TO:	TOTAL
6/11/04	10:00 AM	NEW YORK	NEW YORK	COURT OF APPEAL 40 CENTRE ST NEW YORK NY PCS: 1/Nov 1/4	9.95
6/11/04	10:00 AM	NEW YORK	NEW YORK	100 WILLIAM ST NEW YORK NY PCS: 2	9.95
TOTAL CURRENT BALANCE					19.90

TOTAL CURRENT

19.90

PLEASE PAY THIS AMOUNT →  
 AND RETURN 1 COPY OF THIS INVOICE WITH YOUR PAYMENT

29.85

TERMS NET 10 DAYS





Invoice Number: 4-996-94129  
Invoice Date: Dec 15, 2003  
Account Number: 1941-5171-3  
Page: 5 of 7

## FedEx Express Shipment Detail By Payor Type (Original)

**Picked up: Dec 04, 2003****Payor: Shipper****Reference: NO REFERENCE INFORMATION**

- Fuel Surcharge - FedEx has applied a fuel surcharge of 4.00% to this shipment.
- Distance Based Pricing, Zone 2

InternetShip		<u>Sender</u>	<u>Recipient</u>
Tracking ID	791082189516	GREGORY ANTOLLINO	GEORGE AIRDAY
Service Type	FedEx Priority Overnight	ANTOLLINO, GREGORY, ESQ	CITY MARSHAL
Package Type	FedEx Envelope	584 BROADWAY RM 904	5720A MOSHOLU AVENUE
Zone	2	NEW YORK NY 10012-3229 US	BRONX NY 10471 US
Packages	1		
Weight	1.0 lbs, 0.5 kgs		
Delivered	Dec 05, 2003 09:18	Transportation Charge	13.80
Svc Area	A2	Fuel Surcharge	0.55
Signed by	C.MCKIERNAN		
FedEx Use	528676621/00186/_	<b>Total Charge</b>	<b>USD \$ 14.35</b>

**Dropped off: Dec 09, 2003****Payor: Shipper****Reference: NPRVILLE**

- Fuel Surcharge - FedEx has applied a fuel surcharge of 4.00% to this shipment.
- Distance Based Pricing, Zone 2

InternetShip		<u>Sender</u>	<u>Recipient</u>
Tracking ID	790986070910	GREGORY ANTOLLINO	CLERK OF COURT
Service Type	FedEx Standard Overnight	ANTOLLINO, GREGORY, ESQ	US DISTRICT COURT EDNY
Package Type	FedEx Envelope	584 BROADWAY RM 904	225 CADMAN PLAZA EAST
Zone	2	NEW YORK NY 10012-3229 US	BROOKLYN NY 11201 US
Packages	1		
Weight	1.0 lbs, 0.5 kgs		
Delivered	Dec 10, 2003 10:46	Transportation Charge	11.25
Svc Area	A2	Fuel Surcharge	0.45
Signed by	M.VERTIS		
FedEx Use	529225050/00200/_	<b>Total Charge</b>	<b>USD \$ 11.70</b>

**Dropped off: Dec 09, 2003****Payor: Shipper****Reference: NORVILLE**

- Fuel Surcharge - FedEx has applied a fuel surcharge of 4.00% to this shipment.
- Distance Based Pricing, Zone 2

InternetShip		<u>Sender</u>	<u>Recipient</u>
Tracking ID	791730458930	GREGORY ANTOLLINO	COURT OF APPEALS
Service Type	FedEx Standard Overnight	ANTOLLINO, GREGORY, ESQ	CLERK, 2D CIRCUIT
Package Type	FedEx Envelope	584 BROADWAY RM 904	40 CENTRE STREET
Zone	2	NEW YORK NY 10012-3229 US	NEW YORK NY 10007 US
Packages	1		
Weight	1.0 lbs, 0.5 kgs		
Delivered	Dec 10, 2003 09:33	Transportation Charge	11.21
Svc Area	A1	Fuel Surcharge	0.41
Signed by	J.LOPEZ		
FedEx Use	529275230/00200/_	<b>Total Charge</b>	<b>USD \$ 11.71</b>



## Federal Reserve Statistical Release



H.15

## Selected Interest Rates

Release Date: November 17, 2003

Release dates | Daily update | Historical data | About

Current release Other formats: Screen reader | ASCII | PDF (17 KB)

## FEDERAL RESERVE STATISTICAL RELEASE

H.15 (519)

For immediate release  
November 17, 2003SELECTED INTEREST RATES  
Yields in percent per annum

Instruments	2003 Nov 10	2003 Nov 11	2003 Nov 12	2003 Nov 13	2003 Nov 14	Week Ending Nov 14	Nov 7	2003 Oct
Federal funds (effective) 1 2 3	0.99	0.99	1.00	0.99	0.98	0.99	1.01	1.01
Commercial paper 3 4 5 6								
Nonfinancial								
1-month	1.07		1.01	1.01	1.01	1.03	1.02	1.02
2-month	1.05		1.07	1.04	1.07	1.06	1.03	1.02
3-month	1.03		1.08	1.06	1.05	1.06	1.05	1.05
Financial								
1-month	1.04		1.04	1.02	1.03	1.03	1.03	1.03
2-month	1.05		1.05	1.07	1.06	1.06	1.06	1.04
3-month	1.08		1.08	1.08	1.08	1.08	1.09	1.06
CDs (secondary market) 3 7								
1-month	1.06		1.06	1.06	1.05	1.06	1.06	1.06
3-month	1.12		1.12	1.11	1.12	1.12	1.11	1.10
6-month	1.20		1.20	1.19	1.17	1.19	1.17	1.14
Eurodollar deposits (London) 3 8								
1-month	1.04		1.04	1.04	1.04	1.04	1.04	1.05
3-month	1.10		1.12	1.12	1.09	1.11	1.10	1.09
6-month	1.18		1.19	1.20	1.16	1.18	1.17	1.13
Bank prime loan 2 3 9	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Discount window primary credit 2 10	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
U.S. government securities								
Treasury bills (secondary market) 3 4								
4-week	0.90		0.90	0.89	0.90	0.90	0.94	0.89
3-month	0.95		0.93	0.92	0.93	0.93	0.94	0.92
6-month	1.05		1.04	1.02	1.02	1.03	1.03	1.00
Treasury constant maturities 11								
1-month	0.92		0.92	0.91	0.92	0.92	0.96	0.91
3-month	0.97		0.95	0.94	0.95	0.95	0.96	0.94
6-month	1.07		1.06	1.04	1.04	1.05	1.05	1.02
1-year	1.39		1.39	1.33	1.31	1.36	1.35	1.25
2-year	2.06		2.05	1.92	1.84	1.97	1.95	1.75
3-year	2.63		2.59	2.45	2.36	2.51	2.49	2.26
5-year	3.49		3.45	3.29	3.19	3.36	3.37	3.19
7-year	4.00		3.95	3.79	3.70	3.86	3.90	3.75
10-year	4.49		4.44	4.30	4.22	4.36	4.41	4.29
20-year	5.34		5.29	5.16	5.10	5.22	5.27	5.21
Treasury long-term average (25 years and above) 12 13	5.36		5.31	5.19	5.14	5.25	5.29	5.24
Interest rate swaps 14								
1-year	1.59		1.59	1.53	1.47	1.54	1.54	1.42
2-year	2.35		2.36	2.26	2.15	2.28	2.28	2.08
3-year	2.99		2.98	2.87	2.75	2.90	2.91	2.69
4-year	3.47		3.46	3.35	3.22	3.38	3.39	3.19
5-year	3.85		3.84	3.73	3.58	3.75	3.78	3.60
7-year	4.37		4.36	4.26	4.11	4.27	4.30	4.17
10-year	4.85		4.84	4.75	4.62	4.76	4.80	4.70
30-year	5.55		5.54	5.46	5.36	5.48	5.50	5.47
Corporate bonds								
Moody's seasoned								
Aaa 15	5.81		5.75	5.64	5.59	5.70	5.74	5.70
Baa	6.82		6.77	6.65	6.59	6.71	6.75	6.73
State & local bonds 16				4.77		4.77	4.83	4.89
Conventional mortgages 17					6.03	6.03	5.98	5.95